

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

---

UNITED STATES OF AMERICA,

Civil No.: \_\_\_\_\_

Plaintiff

COMPLAINT-Action to Foreclose  
A Mortgage

-v-

Louis Spiegel  
10 Westerly Road  
Hampton Bays, NY 11946

Gina Spiegel  
10 Westerly Road  
Hampton Bays, NY 11946

National Bear Hill Trust  
7360 South Kyrene Road  
T-314  
Tempe, AZ 85283

Commissioner of Social Services of Suffolk County  
3085 Veterans Memorial Highway  
Ronkonkoma, NY 11779

Midland Funding LLC  
A/P/O Credit One Bank, N.A.  
8875 Aero Dr.  
Ste 200  
San Diego, CA 92123

Credit Acceptance Corporation  
25505 West Twelve Mile Rd.  
Suite 3000  
Southfield, MI 48034

John Doe, Mary Roe, and XYZ Corporation  
10 Westerly Road  
Hampton Bays, NY 11946

---

The United States of America, a Sovereign, by Pincus Law Group, PLLC, Attorneys for the plaintiff, complains and alleges as follows:

1. This Court has jurisdiction under the provisions of Title 28, United States Code, Section 1345.

2. On or about April 5, 1994 at the request of Defendants, Louis Spiegel and Gina Spiegel, (hereinafter “Defendants”), the Plaintiff, the United States of America, acting through the Rural Housing Service or successor agency, United States Department of Agriculture, (hereinafter “Plaintiff”), did lend to the Defendants, the sum of \$105,312.68, which sum the Defendant did undertake and promise to repay, with interest at 6.500% in specified monthly installments.

3. As evidence of the indebtedness, the Defendant did execute and deliver to the Plaintiff a Promissory Note dated April 5, 1994 a true copy of which is attached as Exhibit “A”.

4. In order to secure the payment of the indebtedness, the Defendant did execute, acknowledge, and deliver to the Plaintiff, a real property mortgage dated April 5, 1994 a true copy of which is attached as Exhibit “B”. The real property that is security for the mortgage is commonly known as 10 Westerly Road, Hampton Bays, NY 11946 located in the town of Southampton, Suffolk County, New York and more particularly described as set forth in the legal description attached to Exhibit “B”, and is also known as Parcel ID/Tax Account # 0900-205.00-02.00-082.00

5. The mortgage was duly recorded in the Suffolk County Clerk’s Office on or about June 3, 1994 at Liber 18827 Page 538.

6. Plaintiff is the owner and holder of the Promissory Note and Mortgage.

7. The Defendants have breached and violated the provisions of the Promissory Note and Mortgage in that they did neglect and fail to pay the installments of principal and interest

when due beginning with the Oct. 11, 2014 payment, despite due demand therefore and by failing to make payment of real property taxes when due, thus making it necessary for the plaintiff to pay the same to protect its interest.

8. By reason of the defaults described herein, plaintiff has elected to declare the entire sums secured by the mortgage to be due and payable.

9. There is now justly due and payable to the plaintiff, as of September 24, 2019, on the Promissory Note and Mortgage the following sums:

Unpaid Principal	\$68,532.36
Unpaid Interest	\$22,431.67
Subsidy to Be Recaptured	\$42,431.30
Escrow	\$0.00
Late Charges	\$0.00
Other Fees	\$42,761.21
TOTAL:	\$176,156.54

, together with interest at the rate of 6.500% per annum on principal and all advances **from September 25, 2019.**

10. Upon information and belief, plaintiff may be compelled to make additional advances for payment of taxes, hazard insurance water and sewer charges, or other municipal assessments maintenance, in order that it may protect and preserve security, but the nature and amount thereof is unknown to plaintiff at this time. Nevertheless, plaintiff seeks recovery thereof and therefore, together with interest thereon.

11. No other action or proceeding has been brought at law or otherwise for the recovery of said sums secured by the Promissory Note and Mortgage, or any part thereof.

12. The Defendants, besides Louis Spiegel and Gina Spiegel, named in the caption of the Complaint, have or may claim to have some interest in or lien upon the mortgaged premises or some part thereof, which interest or lien, if any accrued subsequently to the lien of the United States mortgage and is subsequent thereto. A true and correct copy of the liens of the other defendants/subordinate lienholders is attached hereto as Exhibit “C”.

13. That the plaintiff has complied with the notice provisions of the New York State RPAPL Section 1304. A copy of the required notice is attached hereto as Exhibit “D”.

14. Upon information and belief, the provisions of Banking Law Section 595-a, and any rules and regulations promulgated thereunder, and Banking law Sections 6-1 and 6-m and RPAPL section 1302(1) are not applicable to the mortgage loan that is the subject of this proceeding.

15. At the time this proceeding was commenced, the plaintiff has complied with the provisions of New York State RPAPL Section 1306 regarding filing with the Superintendent of the New York State Banking Department. A copy of the required filing is attached hereto as Exhibit “E”.

16. The true names of the defendants John Doe, Mary Roe and XYZ Corporation are unknown to the United States, those names being fictitious, but intending to designate tenants, occupants or other persons, if any, having or claiming any estate or interest in possession upon the premises or any portion thereof.

WHEREFORE, plaintiff demands judgment:

- (a) That the defendants, or either or any of them, subsequent to the filing of the Notice of Pendency of this action, and every person whose conveyance or encumbrance is



subsequently recorded, be forever barred and foreclosed of all right, claim, lien and equity of redemption in the mortgaged premises;

- (b) That the premises may be decreed to be sold according to law;
- (c) That the amount due to the plaintiff on the promissory note and mortgage may be adjudged;
- (d) That the moneys arising from the sale may be brought into Court;
- (e) That the plaintiff may be paid the amount adjudged to be due to the plaintiff with interest thereon to the time of such payment, together with the costs and expenses of this action and the expenses of the sale, so far as the amount of such money properly applicable thereto will pay the same;
- (f) And that the plaintiff may have such other and further relief as may be just and equitable.

Dated: Uniondale, New York, September 25, 2019

/s/ Nicole B. LaBletta

---

Nicole B. LaBletta, Esq.  
Pincus Law Group, PLLC  
425 RXR Plaza  
Uniondale, NY 11556  
(516) 699-8902 (phone)  
(516) 279-6990 (fax)  
nlabletta@pincuslaw.com

## **EXHIBIT A**

PROMISSORY NOTE

TYPE OF LOAN
RESIDENTIAL

STATE
NEW YORK
COUNTY
SUFFOLK
CASE NO. [REDACTED]

Date April 5, 1994

FOR VALUE RECEIVED, the undersigned (whether one or more persons, herein called "Borrower") jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government") at its office in 174 Old Country Road, Riverhead, New York 11901

THE PRINCIPAL SUM OF ONE HUNDRED FIVE THOUSAND  
DOLLARS (\$ 105,000.00), plus INTEREST on the UNPAID PRINCIPAL of  
SIX and ONE-HALF PERCENT (6.5 %) PER ANNUM.

Payment of the said Principal and Interest shall be as agreed between the Borrower and the Government using one of three alternatives as indicated below: (check one)

☒ I. Principal and Interest payments shall be deferred. The interest accrued to July 5, 1994  
shall be added to the Principal. Such new Principal and later accrued Interest shall be payable in 393 regular  
amortized installments on the dates indicated in the box below. Borrower authorizes the Government to enter the amount of  
105,312.68 such new Principal herein \$105,312.68 and the amount of such regular installments in the box below,  
when such amounts have been determined.

☐ II. Payment of Interest shall not be deferred. Installments of accrued Interest shall be payable on the \_\_\_\_\_  
of each \_\_\_\_\_ beginning on \_\_\_\_\_, 19\_\_\_\_, through \_\_\_\_\_, 19\_\_\_\_.

Principal and later accrued Interest shall be paid in \_\_\_\_\_ installments as indicated in the box below;

☐ III. Payments shall not be deferred. Principal and Interest shall be paid in \_\_\_\_\_ installments as indicated  
in the box below:

9.4  
\$ 649.00 9.4 on Aug. 5, 1994, and  
\$ 649.00 9.4 thereafter on the 5th of each month  
until the PRINCIPAL and INTEREST are fully paid except that the FINAL INSTALLMENT of the entire indebtedness  
evidenced hereby, if not sooner paid, shall be due and PAYABLE THIRTY THREE (33) YEARS  
from the DATE of this NOTE. The consideration herefor shall support any agreement modifying the foregoing schedule  
of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government is mandatory provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof. Borrower authorizes the Government to enter the amount and date of such advance in the Record of Advances.

Payment of principal and interest shall be applied in accordance with FmHA accounting procedures in effect on the date of receipt of the payment. Borrower agrees to pay late charges in accordance with FmHA regulations in effect when a late charge is assessed.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations (7CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied in accordance with FmHA regulations and accounting procedures in effect on the date of receipt of payments.

Borrower agrees that the Government at any time may assign this note. If the Government assigns the note and insures the payment thereof, and in such case, though the note is not held by the Government, Borrower shall continue to pay to the Government, as collection agent for the holder, all installments of principal and interest as scheduled herein.

If this note is held by an insured lender, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

**CREDIT ELSEWHERE CERTIFICATION:** Borrower hereby certifies that he/she is unable to obtain sufficient credit elsewhere to finance his/her actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near his/her community for loans for similar purposes and periods of time, and that the loan evidenced hereby shall be used solely for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY:** If the property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced hereby is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for a term exceeding 3 years, or (3) sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the indebtedness evidenced hereby immediately due and payable.

**REFINANCING AGREEMENT:** Borrower hereby agrees to provide periodic financial information as requested by the Government. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and period of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. This paragraph and the preceding paragraph shall not apply to any comaker signing this note pursuant to Section 502 of the Housing Act of 1949 to compensate for deficient repayment ability of other undersigned person(s).

**CREDIT SALE TO NONPROGRAM BORROWER:** The provisions of the paragraphs entitled "Credit Elsewhere Certification," and "Refinancing Agreement" do not apply if (1) this promissory note represents in whole or part payment for property purchased from the Government and (2) the loan represented by this promissory note was made to the borrower as a nonprogram borrower under Title V of the Housing Act of 1949, as amended, and regulations promulgated thereunder.

**DEFAULT:** Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under this instrument and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

**SUBSIDY REPAYMENT AGREEMENT:** Borrower agrees to the repayment (recapture) of subsidy granted in the form of interest credits. Subsidy will be repaid when the borrower's account is settled by sale of the security property, refinancing or payment in full and will be calculated in accordance with regulations in effect at the time of settlement. Recapture is based on property appreciation and can equal all, some or none but never exceed the amount of subsidy received.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Title V of the Housing Act of 1949 and for the type of loan as is indicated in the "TYPE OF LOAN" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

**WARNING:** Failure to fully disclose accurate and truthful financial information may result in the termination of program assistance currently being received, and the denial of future program assistance under USDA's Debarment regulations, 7 CFR Part 3017.

Presentment, protest, and notice are hereby waived.

*Louis Spiegel*  
 LOUIS SPIEGEL (BORROWER) (SEAL)  
*Gina Spiegel*  
 GINA SPIEGEL (CO-BORROWER) (SEAL)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 42,000.00	4/5/94 closing	(8) \$		(15) \$	
(2) \$ 23,436.00	6/24/94	(9) \$		(16) \$	
(3) \$ 39,564.00	7/5/94	(10) \$		(17) \$	
(4) \$		(11) \$		(18) \$	
(5) \$		(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
TOTAL				\$	

FmHA Instruction 1951-I  
Exhibit A

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
174 Old Country Road  
Riverhead, NY 11901  
Subsidy Repayment Agreement

Date of Note 4/5/94 Amount of Note 105,000.00 Date of mortgage 4/5/94  
Date of Note \_\_\_\_\_ Amount of Note \_\_\_\_\_ Date of mortgage \_\_\_\_\_  
Type of assistance: RH 1. Interest credit ☒ XX  
2. Homeownership Assistance  
Program ☐  
Address of Property: Lot#65, Rolling Woods North  
Westerly Road, Hampton Bays, NY

BORROWER: Louis Spiegel

CO-BORROWER: Gina Spiegel

1 This agreement entered into pursuant to 7 CFR 1951-I, between the United States of America, acting through the Farmers Home Administration (FmHA) (herein called "the Government") pursuant to section 521 of Title V of the Housing Act of 1949 and the borrower(s) whose name(s) and address(es) appears above (herein sometimes referred to as "borrower"), supplements the note(s) from borrower to the Government as described above, and any promissory note(s) for loans made to borrower in the future by the Government. Such future notes, when executed, will be listed below the signature line of this Subsidy Repayment Agreement.

2 I (we) agree to the conditions set forth in this agreement for the repayment of the subsidy granted me (us) in the form of interest credits or Homeownership Assistance Program (HOAP) subsidy (hereinafter called "subsidy").

3 I (we) agree that the real property described in the mortgage(s) listed above is pledged as security for repayment of the subsidy received or to be received. I (we) agree that the subsidy is due and payable upon the transfer of title or non-occupancy of the property by me (us). I (we) understand that the real estate securing the loan(s) is the only security for the subsidy received. I (we) further understand that I (we) will not be required to repay any of the subsidy from other than the value (as determined by the Government) of the real estate, mortgaged by myself (ourselves) in order to obtain a Section 502 Rural Housing (RH) loan.

4 I (we) understand that so long as I (we) continue to own the property and occupy the dwelling as my (our) residence, I (we) may repay the principal and interest owed on the loan and defer repaying the subsidy amount until title to the property is conveyed or the dwelling is no longer occupied by me (us). If such a request is made, the amount of subsidy to be repaid will be determined when the principal and interest balance is paid. The mortgage securing the FmHA RH loan(s) will not be released of record until the total amount owed the Government has been repaid.

5 I (we) agree that Paragraph 6 of this agreement is null and void should the property described in the mortgage(s) be voluntarily conveyed to the Government or liquidated by foreclosure.

6 When the debt is satisfied by other than voluntary conveyance of the property to the Government or by foreclosure, I (we) agree that sale proceeds will be divided between the Government and me (us) in the following order:

(a) Unpaid balance of loans secured by a prior mortgage as well as real estate taxes and assessments levied against the property which are due will be paid.

(b) Unpaid principal and interest owed on FmHA RH loans for the property and advances made by FmHA which were not subsidy and are still due and payable will be paid to the Government..

(c) I (we) will receive from the sale proceeds actual expenses incurred by me (us) necessary to sell the property. These may include sales commissions or advertising cost, appraisal fees, legal and related costs such as deed preparation and transfer taxes. Expenses incurred by me (us) in preparing the property for sale are not allowed unless authorized by the Government prior to incurring such expenses. Such expenses will be authorized only when FmHA determines such expenses are necessary to sell the property, or will likely result in a return greater than the expense being incurred.

(d) I (we) will receive the amount of principal paid off on the loan calculated at the promissory note interest rate.

(e) Any principal reduction attributed to subsidized interest calculations will be paid to the Government.

(f) I (we) will receive my original equity which is the difference between the market value of the security, as determined by the FmHA appraisal at the time the first loan subject to recapture of subsidy was made, and the amount of the FmHA loan(s) and any prior lien. This amount is 35,000.00 and represents 25% percent of the market value of the security. (The

percent is determined by dividing my (our) original equity by the market value of the security when the loan was closed.) The dollar amounts and percent will be entered at the time this agreement is signed by me (us) and will be part of this agreement.

(g) The remaining balance, after the payments described in (a) thru (f) above have been paid is called value appreciation. The amount of value appreciation to be paid to the Government, in repayment or the subsidy granted, is the lesser of (1) the full amount of the subsidy or (2) an amount determined by multiplying the value appreciation by the appropriate factor in the following table.

Average interest rate paid by me (us)

No. of Months the Loan was Outstanding	1% or Less	1.1 to 2%	2.1 to 3%	3.1 to 4%	4.1 to 5%	5.1 to 6%	6.1 to 7%	7.1 or greater
0 to 59	.78	.68	.60	.51	.44	.32	.22	.11
60 to 119	.75	.66	.58	.49	.42	.31	.21	.11
120 to 179	.73	.63	.56	.48	.40	.30	.20	.10
180 to 239	.65	.56	.49	.42	.36	.26	.18	.09
240 to 299	.59	.51	.46	.38	.33	.24	.17	.09
300 to 359	.53	.45	.40	.34	.29	.21	.14	.09
360 to 396	.47	.40	.36	.31	.26	.19	.13	.09

(h) I (we) will receive the amount of value appreciation less the amount paid the Government as determined in (g) above. I (we) will also receive an additional amount in proportion to my original equity by reducing the amount of value appreciation due to the Government by the percent of my (our) original equity as shown in (f) above.

(i) If I (we) am the recipient of HOAP, the amount of value appreciation to be recaptured will be calculated as if I (we) had paid 1 percent interest on the loan, unless the average interest rate paid by me (us) was greater than 1 percent. In such cases it will be determined based on the average interest rate paid by me (us).

(j) If this agreement is for a subsequent loan(s) only, the amount of repayment determined in (g) above will be reduced by the following percent: 0. This percent will be determined by dividing the amount of the loan(s) subject to recapture by the total outstanding RH debt. This percentage will be entered at the time I (we) sign this agreement.

(k) If this agreement is for more than one loan that is subject to recapture, the subsidy repayment computations will be based on the total subsidy granted on all loans.



FmHA Instruction 1951-1  
Exhibit A  
Page 4

7 When a FmHA RH loan is repaid by other than foreclosure, voluntary conveyance, or sale of property, the amount of subsidy to be repaid the Government will be determined in the same manner as described in paragraph 6 of this Exhibit but based on the appraised value determined by FmHA instead of sales price. In such cases, the subsidy due the Government will remain a lien on the property until paid. It must be paid upon non occupancy, sale, or transfer of title to the property.

8 I (we) have read and agree to the provisions of this agreement.

*Louis Spiegel*  
LOUIS SPIEGEL

Borrower

*Gina Spiegel*  
GINA SPIEGEL

Co-Borrower

4/5/94  
Date signed

Accepted and Agreed to

By

JANET WEHRENBURG  
COUNTY SUPERVISOR

(FmHA Official)

(Title)

                      
Date

ofo

## **EXHIBIT B**

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

1   SUFFOLK COUNTY CLERK	2   CL 12740	3   JUN 3 4 10 PM '94 EDWARD P. ROMANO SUFFOLK COUNTY
LPH 18527 M538	Number of pages 5 TORRENS	
Serial #	Certificate #	Prior C/L#
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps

4   FEES	
Page / Filing Fee 15.00	Mortgage Amt. 105,000
Handling 5.00	1. Basic Tax
TP-584	2. SONYMA
Notation	Sub Total
EA-5217 (County)	3. Spec./Add.
EA-5217 (State)	TOT. MTG. TAX Exempt
R.P.T.S.A. 15.00	Dual Town Dual County
Comm. of Ed. 5.00	Held for Apportionment
Affidavit 5.	Transfer Tax
Certified Copy	Mansion Tax
Reg. Copy	The property covered by this mortgage is or will be improved by a one or two family dwelling only.
Other	YES or NO
	If NO, see appropriate tax clause on page # of this instrument.
Sub Total 25.-	
GRAND TOTAL 45.-	



5   Real Property Tax Service Agency Verification				
Dist	Section	Block	Lot	
44.0	205.00	20.00	28.000	
5/13/94				
Initials				

6   Title Company Information
First American Title Insurance Company
Company Name
101-5-6912
Title Number

7   FEE PAID BY:
Cash <input type="checkbox"/> Check <input checked="" type="checkbox"/> Charge <input type="checkbox"/>
Payer same as R & R
OR: First American Title Insurance Company

McNulty - 2 pages 1992  
601 1st Main 2nd fl  
P.O. Box 217  
New Rochelle, New York 10801

8   RECORD & RETURN TO (ADDRESS)	
9   Suffolk County Recording & Endorsement Page	
This page forms part of the attached <u>Mortgage</u> made by: <u>John Spiegel &amp; Gma Spiegel</u>	
(Deed, Mortgage, etc.)	
TO <u>John Spiegel &amp; Gma Spiegel</u>	
The premises herein is situated in SUFFOLK COUNTY, NEW YORK.	
In the TOWN of <u>Southampton</u>	
In the VILLAGE or HAMLET of <u>Southampton</u>	



## REAL ESTATE MORTGAGE FOR NEW YORK

THIS MORTGAGE is made and entered into by LOUIS SPIEGEL, and GINA SPIEGEL, his wife

residing in SUFFOLK County, whose post office address is

2 FORT HULL ROAD, HAMPTON BAYS, NEW YORK 11949 herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount Plus Non-Capitalized Interest</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
Apr 11 5, 1994	\$105,000.00	6½%	Apr 11 5, 2027

(Non-capitalized interest only applies in the case of Farmer Program loans being serviced in accordance with 7 CFR Part 1981 Subpart S.)

(The interest rate for limited resource farm ownership or limited resource operating loans) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 as amended, or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§ 1472 (g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

And the debt instruments executed at the time of loan closing constitutes an obligation on the part of the Government to disburse all funds at one time or in multiple advances, provided the funds are for purposes authorized by the Government at the time of loan closing. This obligatory commitment takes priority over any intervening liens or advances by other creditors regardless of the provisions of the State laws involved;

NOW, THEREFORE, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower hereby grants, bargains, sells, conveys, assigns, mortgages and forever warrants unto the Government the following property herein called "the Property" situated in the County of Suffolk

Town of Southampton

State of New York.

The real property covered by this mortgage is or will be improved by only a one or two family residence or dwelling.



ALL that certain plot, piece or parcel of land, situate, lying and being at Hampton Bays, in the Town of Southampton, County of Suffolk and State of New York shown and designated as and by Lot No. 65 on a certain map entitled, "Map of Rolling Woods North, Section One, situate at Hampton Bays, Town of Southampton, Suffolk County, New York, surveyed by Charles M. Dulliver, Jr., June 7, 1966" and filed in the Office of the Clerk of the County of Suffolk on July 8, 1966 as Map No. 4668, being bounded and described as follows:

BEGINNING at a point on the easterly side of Westerly Road distant 505.00 feet southerly from the extreme southerly end of an arc of a curve connecting the southerly side of Aberdeen Drive with the easterly side of Westerly Road;

RUNNING THENCE North 85 degrees 29 minutes 12 seconds East a distance of 150.00 feet to a stake;

THENCE South 4 degrees 30 minutes 48 seconds East a distance of 100.00 feet to a point;

THENCE South 85 degrees 29 minutes 12 seconds West a distance of 150.00 feet to the easterly side of Westerly Road;

THENCE North 4 degrees 30 minutes 48 seconds West along the easterly side of Westerly Road 100.00 feet to the point or place of BEGINNING.

DISTRICT - 0900 SECTION - 205.00 BLOCK - 02.00 LOT - 082.000

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condensation of any part thereof or interest therein-all of which are herein called "the property".

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.



(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Except as otherwise provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured lender shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government - whether once or often - in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by an instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) as holder of this mortgage, in any action to foreclose it, have a receiver appointed, and (d) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby with interest to the date of sale, (d) inferior liens of record required by law to be so paid or duly approved and allowed by court order or otherwise, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy,



15527 M538

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Syracuse, New York 13210, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

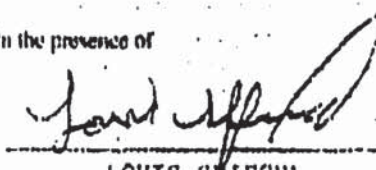
AND THAT, except to any extent that such construction conflicts with express provisions of this mortgage:

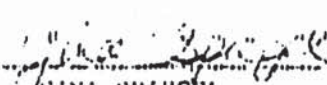
(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(25) This mortgage is also intended to be a financing statement within the meaning of Article 9 of the Uniform Commercial Code covering fixtures attached to the above-described real estate, now owned or hereafter required; and crops growing or to be grown on the above-described real estate.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 5th day of April, 1994.

In the presence of

  
LOUIS SPIEGEL

 (SEAL)  
GINA SPIEGEL  
(SEAL)

ACKNOWLEDGEMENT

STATE OR TERRITORY OF NEW YORK

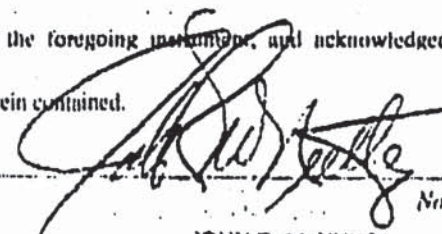
COUNTY OF SUFFOLK

On the 5th day of April, 1994, before me, came

LOUIS SPIEGEL and GINA SPIEGEL

to me known to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein contained.

155-5644

  
Notary Public

JOHN R. McNULTY  
Notary Public, State of New York  
No. 62-2637425 - Suffolk County  
Commission Expires Nov. 30, 1995

(SEAL)

My commission expires

## **EXHIBIT C**





**SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE**

Type of Instrument: MORTGAGE/MMM  
Number of Pages: 8  
Receipt Number : 07-0062339  
MORTGAGE NUMBER: CY028139

Recorded: 07/05/2007  
At: 12:54:43 PM  
LIBER: M00021562  
PAGE: 996

District: 0900      Section: 205.00      Block: 02.00      Lot: 082.000

**EXAMINED AND CHARGED AS FOLLOWS**

Mortgage Amount: \$18,153.45

**Received the Following Fees For Above Instrument**

		Exempt			Exempt
Page/Filing	\$24.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Affidavit	\$0.00	NO	Cert.Copies	\$0.00	NO
RPT	\$30.00	NO	SCTM	\$0.00	NO
Mort.Basic	\$91.00	NO	Mort.Addl	\$24.60	NO
Mort.SplAddl	\$0.00	NO	Mort.SplAsst	\$45.50	NO
			Fees Paid	\$240.10	

MORTGAGE NUMBER: CY028139

**THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL**

**JUDITH A. PASCALE  
County Clerk, Suffolk County**

8 Number of pages <b>TORRENS</b> Serial # _____ Certificate # _____ Prior Ctf. # _____	1 2 3	RECORDED 2007 Jul 05 12:54:43 PM JUDITH A. PASCALE CLERK OF SUFFOLK COUNTY L M00021562 P 996 CY028139
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps

4 FEES	
Page / Filing Fee <u>24 00</u> Handling <u>5 00</u> TP-584 _____ Notation _____ EA-52 17 (County) _____ Sub Total <u>29.00</u> EA-5217 (State) _____ R.P.T.S.A. <u>30</u> Comm. of Ed. <u>5 00</u> Affidavit _____ Certified Copy _____ Reg. Copy _____ Other <u>15 00</u> Sub Total <u>50.00</u> <b>GRAND TOTAL</b> <u>79.00</u>	Mortgage Amt. <u>1853 45</u> 1. Basic Tax <u>91 00</u> 2. Additional Tax <u>24 60</u> Sub Total <u>115 60</u> Spec./Assit. _____ Or _____ Spec./Add. <u>45 50</u> <b>TOT. MTG. TAX</b> <u>161 10</u> Dual Town _____ Dual County _____ Held for Apportionment _____ Transfer Tax _____ Mansion Tax _____ The property covered by this mortgage is or will be improved by a one or two family dwelling only. YES <input checked="" type="checkbox"/> or NO _____ If NO, see appropriate tax clause on page # _____ of this instrument.



5 Real Property Tax Service Agency Verification <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Dist.</th> <th>Section</th> <th>Block</th> <th>Lot</th> </tr> <tr> <td>0900</td> <td>20500</td> <td>0200</td> <td>082000</td> </tr> </table> Stamp _____ Date _____ Initials _____ 7 Satisfaction _____ <b>RECORD &amp; RETURN TO:</b>  <b>GE MONEY BANK</b> <b>332 MINNESOTA ST., SUITE 610</b> <b>ST. PAUL, MN 55101</b>	Dist.	Section	Block	Lot	0900	20500	0200	082000	6 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____
Dist.	Section	Block	Lot						
0900	20500	0200	082000						

8 Title Company Information
Co. Name _____
Title # _____

## Suffolk County Recording & Endorsement Page

This page forms part of the attached **MORTGAGE** made by:

(SPECIFY TYPE OF INSTRUMENT)

<b>GINA SPIEGAL</b> <b>LOUIS SPIEGEL</b>  TO <b>GE MONEY BANK</b>	The premises herein is situated in <b>SUFFOLK COUNTY, NEW YORK.</b> In the Township of <b>SOUTHAMPTON</b> In the VILLAGE: or HAMLET of _____
---	--

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(OVER)

When recorded return to:

GE Money Bank

HI - Mortgage Recording Dept.

c/o 332 Minnesota St., Suite 610

St. Paul, MN 55101

Barbara Wohlford MR REP

OT-15-33-069 (12/99)

State of New York

Space Above This Line For Recording Data

## MORTGAGE

(With Future Advance Clause)

N/A This is a Credit Line Mortgage as defined in New York Real Property Law section 281. The mortgage contemplates that Lender and Mortgagor will enter into a series of advances or advances, payments and readvances. The aggregate amount at any time outstanding will be as specified in this Security Instrument.

N/A This is a Building Loan Mortgage as defined in New York Lien Law section 2. This Security Instrument is subject to a Building Loan Agreement to be filed in ..... N/A County concurrently herewith and is subject to all the provisions of that Building Loan Agreement as if they were fully set forth herein and made a part of this Security Instrument.

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is ..... 2/20/07 ..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

GINA SPIEGAL and LOUIS SPIEGEL

10 WESTERLY ROAD

HAMPTON BAYS NY 11946

N/A If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

GE Money Bank

4246 S Riverboat Rd Ste 200

Salt Lake City UT 84123

This Document is being recorded as an accommodation only without the benefit of title examination or assumption of responsibility for correctness or validity.

203-40486

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys and mortgages to Lender, with the power of sale, the following described property:

See Attached Legal Description

Financed Amount \$ 18153.45

Parcel ID# 00900 S205.00 B02.00 L082.000



The property is located in SUFFOLK at .....  
(County)

10 WESTERLY ROAD HAMPTON BAYS New York 11946  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total amount secured by this Security Instrument at any one time shall not exceed \$ 18153.45. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, description of building loan contract, etc.)

The note executed by the grantor(s) / borrower(s) on 2/20/07.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. If this is a Credit Line Mortgage, advances made more than 20 years after this Security Instrument was recorded are also secured, but may not be secured to the same extent as advances made within 20 years of recording. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property, with the power of sale. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:



- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform them or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. Any action or inaction by Mortgagor which significantly impairs Lender's security interest in the Property will also be an event of default.
14. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime



thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents.

If there is a default, Lender may, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees not in excess of 15% of the unpaid debt if the loan is referred for collection to an attorney who is not a salaried employee of the Lender; court costs; and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Mortgagor shall keep the Property insured against loss by fire, flood, earthquake, hurricane, tornado, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be

*J.S.*

*C.S.*



chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender, upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 24. AGREEMENTS ABOUT NEW YORK LIEN LAW.** Mortgagor will receive all amounts lent to Mortgagor by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Security Instrument is recorded in the proper official records, construction or other work on any building or other improvement located on the property has not been completed for at least eight months, Mortgagor will: (A) hold all amounts which Mortgagor receives and which Mortgagor has a right to receive from Lender under the note as a "trust fund"; and (B) use those amounts to pay for that construction or the work or materials and supplies used for that construction or work before Mortgagor uses them for any other purpose. The fact that Mortgagor is holding those amounts as a "trust fund" means that Mortgagor has a special responsibility under the law to use the amounts in the manner described in this section.

*J. S. L.*



25. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- ☒ The Property covered by this Mortgage is or will be improved by a one or two family residence or dwelling.
- ☒ The Property covered by this Mortgage ☒ is ☒ is not real property improved by one or more structures containing in the aggregate not more than six residential dwelling units, each with separate cooking facilities.
- ☒ Construction Loan. This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☒ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☒ Separate Assignment. A separate assignment of leases and rents has been executed by the Mortgagor.
- ☒ Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]
- ☒ Condominium Rider ☒ Planned Unit Development Rider
- ☒ Other ☒ Additional Terms.

DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Gina Spiegel 2-20-07 Louis Spiegel 2/20/07  
(Signature) /s/ GINA SPIEGAL (Date) (Signature) /s/ LOUIS SPIEGAL (Date)

(Signature) (Date) (Signature) (Date)

ACKNOWLEDGMENT: New York COUNTY OF Suffolk ss.  
STATE OF NY On the 20 day of February in the year 2007 before me,  
the undersigned, personally appeared Gina Spiegel & Louis Spiegel  
Gina Spiegel & Louis Spiegel  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My commission expires:

MICHELE ROEDING BOYLE  
Notary Public, State of New York  
No. 4846852  
Qualified in Suffolk County 2010  
Commission Expires January 31, 2010

Michele Roeding Boyle  
Notary Public - State of New York  
Michele Roeding Boyle



NON-REGISTERED LAND

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT HAMPTON BAYS, IN THE TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK SHOWN AND DESIGNATED AS AND BY LOT NO. 65 ON A CERTAIN MAP ENTITLED, MAP OF ROLLING WOODS NORTH, SECTION ONE, SITUATE AT HAMPTON BAYS, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK, SURVEYED BY CHARLES M. DOLLIVER, JR., JUNE 7, 1966 AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON JULY 3, 1966 AS MAP NO. 4668, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY SIDE OF WESTERLY ROAD DISTANT 505.00 FEET SOUTHERLY FROM THE EXTREME SOUTHERLY END OF AN ARC OF A CURVE CONNECTING THE SOUTHERLY SIDE OF ABERDEEN DRIVE WITH THE EASTERLY SIDE OF WESTERLY ROAD; RUNNING THENCE NORTH 85 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 150.00 FEET TO A STAKE; THENCE SOUTH 4 DEGREES 30 MINUTES 48 SECONDS EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 85 DEGREES 29 MINUTES 12 SECONDS WEST A DISTANCE OF 150.00 FEET TO THE EASTERLY SIDE OF WESTERLY ROAD; THENCE NORTH 4 DEGREES 30 MINUTES 48 SECONDS WEST ALONG THE WESTERLY SIDE OF WESTERLY ROAD 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.  
DISTRICT 0900 SECTION 205.00 BLOCK 02.00 LOT 082.000

g.s.  
l.s.



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: ASSIGNMENT OF MORTGAGE  
Number of Pages: 4  
Receipt Number : 15-0151751

Recorded: 10/30/2015  
At: 10:45:10 AM

LIBER: M00022645  
PAGE: 728

District:	Section:	Block:	Lot:
0900	205.00	02.00	082.000

EXAMINED AND CHARGED AS FOLLOWS

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$20.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
Notation	\$0.50	NO	Cert.Copies	\$0.00	NO
RPT	\$60.00	NO			

Fees Paid \$120.50

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

JUDITH A. PASCALE  
County Clerk, Suffolk County

1 2

Number of pages

4

RECORDED  
2015 Oct 30 10:45:10 AM  
JUDITH A. PASCALE  
CLERK OF  
SUFFOLK COUNTY  
L M00022645  
P 728

This document will be public  
record. Please remove all  
Social Security Numbers  
prior to recording.

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee

20

Handling

20. 00

TP-584

Notation

50

EA-52 17 (County)

Sub Total

40 50

EA-5217 (State)

R.P.T.S.A.

60.00

Comm. of Ed.

5. 00

Affidavit

Certified Copy

NYS Surcharge

15. 00

Other

Sub Total

80

Grand Total

120 50



4

Mortgage Amt.

1. Basic Tax

2. Additional Tax

Sub Total

Spec./Assit.

or

Spec./Add.

TOT. MTG. TAX

Dual Town Dual County

Held for Appointment

Transfer Tax

Mansion Tax

The property covered by this mortgage is  
or will be improved by a one or two  
family dwelling only.

YES or NO

If NO, see appropriate tax clause on  
page # of this instrument.

4 Dist.

3028792

0900 20500 0200 082000

Real Property  
Tax Service  
Agency  
Verification



5

Community Preservation Fund

Consideration Amount \$

CPF Tax Due \$

Improved

Vacant Land

TD

TD

TD

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address  
RECORD & RETURN TO:

Record & Return  
Web Title Agency  
500-A Canal View Boulevard  
Rochester, NY 14623

Mail to: Judith A. Pascale, Suffolk County Clerk  
310 Center Drive, Riverhead, NY 11901  
www.suffolkcountyny.gov/clerk

7

Title Company Information

Co. Name webTitle Agency

Title # WTA-15-032590

8

## Suffolk County Recording &amp; Endorsement Page

This page forms part of the attached  
by:

Assignment of mortgage  
(SPECIFY TYPE OF INSTRUMENT)

made

GE Capital Retail Bank F/k/a GE Money  
Bank

The premises herein is situated in  
SUFFOLK COUNTY, NEW YORK.

TO

National Bear Hill Trust

In the TOWN of Southampton

In the VILLAGE

or HAMLET of

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)



When recorded return to:  
**FEIN, SUCH, KAHN & SHEPARD, P.C.**  
COUNSELLORS AT LAW  
7 CENTURY DRIVE  
SUITE 201  
PARSIPPANY, NEW JERSEY 07054

### ASSIGNMENT OF MORTGAGE

County of **Suffolk**, State of New York

Assignor: **GE Capital Retail Bank f/k/a GE Money Bank** by its Attorney-in-Fact **National Bear Hill Trust**, by its Attorney-In-Fact **Green Tree Servicing LLC** at c/o 7360 South Kyrene Road, Tempe, AZ 85283

Assignee: **National Bear Hill Trust** at c/o 7360 South Kyrene Road, T-314, Tempe, AZ 85283

Original Lender: **GE Money Bank**

Mortgage made by **Gina Spiegel and Louis Spiegel**, to **GE Money Bank** dated the 20<sup>th</sup> day of **February, 2007** in the amount of **\$18,153.45** and interest, recorded on the 5<sup>th</sup> day of **July, 2007** in the Office of the Clerk of the County of **Suffolk** at Liber: **M00021562** Page: **996** Mortgage #: **CY028139**.

The said mortgage has not been otherwise assigned.

Legal Description: **See Attached Exhibit "A"**

SBL #: **District: 0900 Section: 205.00 Block: 02.00 Lot: 082.000**  
Commonly known as: **10 Westerly Road, Hampton Bays, NY 11946**

Together with the obligations therein described or referred to, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Mortgage.

Assignor is the present holder of the above-described Mortgage.

**TO HAVE AND TO HOLD** the same unto Assignee and unto its successors and assigns forever, subject to the terms and conditions of the above-described Mortgage.

**THIS** assignment is not subject to the requirements of Section 275 of the Real Property Law because it is within the secondary mortgage market.

**IN WITNESS WHEREOF**, the Assignor has caused these presents to be signed by it's duly authorized officer this **AUG 14 2015**.

**IN PRESENCE OF**

**GE Capital Retail Bank f/k/a GE Money Bank by its Attorney-in-Fact National Bear Hill Trust, by its Attorney-in-Fact Green Tree Servicing LLC**

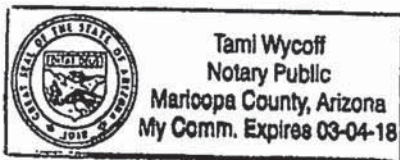


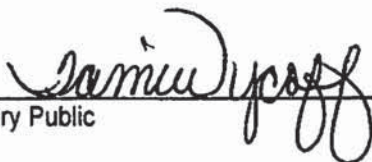
BY: Edward Born  
Title: Assistant Vice President

State of ARIZONA

County of MARICOPA

On AUG 14 2015, before me, the undersigned, personally appeared Edward Born, Assistant Vice President for **Green Tree Servicing LLC as Attorney-in-Fact for National Bear Hill Trust, as Attorney-in-Fact for GE Capital Retail Bank f/k/a GE Money Bank**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of **Tempe**, State of **Arizona**.



  
Notary Public

## Exhibit "A"

### NON-REGISTERED LAND

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT HAMPTON BAYS, IN THE TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK SHOWN AND DESIGNATED AS AND BY LOT NO. 65 ON A CERTAIN MAP ENTITLED, MAP OF ROLLING WOODS NORTH, SECTION ONE, SITUATE AT HAMPTON BAYS, TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK, SURVEYED BY CHARLES M. DOLLIVER, JR., JUNE 7, 1966 AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON JULY 3, 1966 AS MAP NO. 4668, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY SIDE OF WESTERLY ROAD DISTANT 505.00 FEET SOUTHERLY FROM THE EXTREME SOUTHERLY END OF AN ARC OF A CURVE CONNECTING THE SOUTHERLY SIDE OF ABERDEEN DRIVE WITH THE EASTERLY SIDE OF WESTERLY ROAD; RUNNING THENCE NORTH 85 DEGREES 29 MINUTES 12 SECONDS EAST A DISTANCE OF 150.00 FEET TO A STAKE; THENCE SOUTH 4 DEGREES 30 MINUTES 48 SECONDS EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 85 DEGREES 29 MINUTES 12 SECONDS WEST A DISTANCE OF 150.00 FEET TO THE EASTERLY SIDE OF WESTERLY ROAD; THENCE NORTH 4 DEGREES 30 MINUTES 48 SECONDS WEST ALONG THE WESTERLY SIDE OF WESTERLY ROAD 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.  
DISTRICT 0900 SECTION 205.00 BLOCK 02.00 LOT 082.000





SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: MORTGAGE  
Number of Pages: 6  
Receipt Number : 14-0002071  
MORTGAGE NUMBER: DE054976

Recorded: 01/08/2014  
At: 02:03:12 PM  
LIBER: M00022445  
PAGE: 979

District: 0900      Section: 205.00      Block: 02.00      Lot: 082.000

EXAMINED AND CHARGED AS FOLLOWS

Mortgage Amount: \$200,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
Affidavit	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
Mort.Basic	\$0.00	YES	Mort.Addl	\$0.00	YES
Mort.SplAddl	\$0.00	YES	Mort.SplAsst	\$0.00	YES
			Fees Paid	\$0.00	

MORTGAGE NUMBER: DE054976

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

JUDITH A. PASCALE  
County Clerk, Suffolk County

1 2

Number of pages

6

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED  
2014 Jan 08 02:03:12 PM  
JUDITH A. PASCALE  
CLERK OF  
SUFFOLK COUNTY  
L 100022445

P 979

DE054976

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

## FEES

Page / Filing Fee 20 -Handling 20.00TP-584       Notation       EA-52 17 (County)       EA-5217 (State)       R.P.T.S.A. 60 -Comm. of Ed. 5.00Affidavit 5 -Certified Copy       NYS Surcharge 15.00Other       Sub Total 50.00Sub Total 85.00Grand Total ExemptMortgage Amt. 200,000.001. Basic Tax       2. Additional Tax       Sub Total       Spec./Assit.       

or

Spec./Add.       TOT. MTG. TAX ExemptDual Town        Dual County       Held for Appointment       Transfer Tax       Mansion Tax       

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES ☒ or NO       

If NO, see appropriate tax clause on page #        of this instrument.

4 Dist. 0900 Section 20500 Block 0200 Lot 082000

Real Property  
Tax Service  
Agency  
Verification

2632656

0900 20500 0200 082000



5 Community Preservation Fund

Consideration Amount \$       CPF Tax Due \$       6 Satisfaction of Mortgage        Address       

## RECORD &amp; RETURN TO:

Suffolk County Dept. Social Services  
Assets & Resources  
3085 Veterans Memorial Hwy.  
Ronkonkoma, NY 11779

Improved       Vacant Land       TD       TD       TD       

Mail to: Judith A. Pascale, Suffolk County Clerk  
310 Center Drive, Riverhead, NY 11901  
www.suffolkcountyny.gov/clerk

## 7 Title Company Information

Co. Name       Title #       

## 8 Suffolk County Recording &amp; Endorsement Page

This page forms part of the attached Bond & Mortgage made by:  
(SPECIFY TYPE OF INSTRUMENT)

Louis Spiegel and Gina  
Spiegel, his wife

The premises herein is situated in  
SUFFOLK COUNTY, NEW YORK.

TO  
John F. O'Neill, Acting Commissioner  
Suffolk County Dept. of Social Services  
In the TOWN of Southampton  
In the VILLAGE         
or HAMLET of       

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

12-0104-10/03/04

(over)



*Bond and Mortgage*

District  
0900

Section  
20500

Block  
0200

Lot  
082000

This Bond and Mortgage, made the 4th day of November, Two Thousand Thirteen between **Louis Spiegel and Gina Spiegel, his wife** residing at 10 Westerly Rd., Hampton Bays, NY 11946 herein referred to as the Mortgagor, and **John F. O'Neill**, his successors or assigns, as Acting Commissioner of Social Services of Suffolk County, Social Services District, having his principal place of business at 3085 Veterans Memorial Highway, Ronkonkoma, New York 11779, herein referred to as the Mortgagee.

Witnesseth, that the Mortgagor does hereby acknowledge to be indebted to the Mortgagee in the sum of TWO HUNDRED THOUSAND and 00/100 (\$200,000.00) DOLLARS, or as so much thereof as the Mortgagee, in such amount of lawful money of the United States, has advanced or as may be advanced for the relief of the Mortgagor or for the benefit of the Mortgagor or on account of the Mortgagor's liability under the provisions of the Social Services Law of the State of New York, which the Mortgagor does hereby agree and bind to pay the Mortgagee, his Successors or Assigns on demand in accordance with the provisions of this Bond and Mortgage; and to secure the payment of which the Mortgagor hereby mortgages to the Mortgagee all that tract or parcel of land located at **10 Westerly Rd., Hampton Bays, NY 11946.**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Hampton Bays, in the Town of Southampton, County of Suffolk and State of New York shown and designated as and by Lot No. 65 on a certain map entitled, "Map of Rolling Woods North, Section One, situate at Hampton Bays, Town of Southampton, Suffolk County, New York, surveyed by Charles M. Dolliver, Jr., June 7, 1966" and filed in the Office of the Clerk of the County of Suffolk on July 8, 1966 as Map No. 4668, being bounded and described as follows:

BEGINNING at a point on the easterly side of Westerly Road distant 505.00 feet southerly from the extreme southerly end of an arc of a curve connecting the southerly side of Aberdeen Drive with the easterly side of Westerly Road;

RUNNING THENCE North 85 degrees 29 minutes 12 seconds East a distance of 150.00 feet to a stake;

THENCE South 4 degrees 30 minutes 48 seconds East a distance of 100.00 feet to a point;

THENCE South 85 degrees 29 minutes 12 seconds West a distance of 150.00 feet to the easterly side of Westerly Road;

THENCE North 4 degrees 30 minutes 48 seconds West along the easterly side of Westerly Road 100.00 feet to the point or place of BEGINNING.

SAID PREMISES known as 10 Westerly Rd., Hampton Bays, NY 11946.

Premises herein described are and intended to be the same premises conveyed to Louis Spiegel and Gina Spiegel, his wife by deed dated April 5, 1994, recorded April 15, 1994 in Liber 11672 Page 0833.

*[Handwritten signature]*

**TOGETHER** with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

**TOGETHER** with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

**TOGETHER** with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any part said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquaintances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

This Bond and Mortgage shall bear no interest until the date that same becomes due and owing as set forth herein. Thereafter, until the date this Bond and Mortgage is satisfied, the principal sum due and owing shall bear interest at the legal rate.

Anything herein contained to the contrary notwithstanding, as part of the consideration for the delivery of this instrument, the mortgagee, by the acceptance hereof, covenants and agrees that the payment of the principal sum secured hereby will not be demanded or enforced until the mortgagee receives actual notice that the mortgagor dies, conveys or leases the premises described herein to others, or is confined to an institution for long term incapacity, or defaults on any of the mortgagor's covenants delineated herewithin, and the mortgagee exercises its option to accelerate the amounts due on this Bond and Mortgage.

**AND** the mortgagor covenants with the mortgagee as follows:

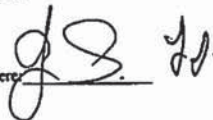
1. That the mortgagor will pay the indebtedness as herein provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that mortgagor will assign and deliver the policies to the mortgagee; and that mortgagor will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies. Said policies shall contain the standard New York Mortgage clause in the name of the Mortgagee.
3. All insurance proceeds shall be used to repair or restore the damaged property unless economically not feasible, at which time such proceeds shall be used to reduce the amounts owed to the mortgagee.
4. That no building on the premises shall be altered, removed or demolished without the consent of the mortgagee.
5. That the mortgagor shall keep the property in reasonably good repair.
6. Mortgagor shall not permit any hazardous substances to be present on the property.
7. Mortgagee may enter on and inspect the property in a reasonable manner, at reasonable times, and with reasonable notice and purpose.
8. That the whole of said principal sum shall become due at the option of the mortgagee: after the mortgagee receives actual notice of: a default in the payment of any tax, water rate, sewer rent or

*RS 20*



assessment for thirty days after notice and demand; or after default after notice and demand either in signing and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as herein provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided, the mortgagors' death, or the conveyance or lease of the subject or premises to others, or the confinement of the mortgagor to an institution for long term incapacity. An assessment which has been made payable in installments at the application of the mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first installment becomes due or payable or a lien.

9. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
10. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same. Any such payments made by mortgagee shall be added to the debt and secured by this mortgage.
11. That notice and demand or request must be in writing and may be served in person or by first class or express mail.
12. That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard, including but not limited to fire insurance, that may reasonably be required by the mortgagee. All of the provisions of paragraph No. 2 and No. 6 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.
13. That the case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
14. Mortgagor may be evicted by summary proceedings or other court proceedings upon mortgagor's default herein.
15. That if any action or proceeding is commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage, including attorney fees, shall be paid by the mortgagor, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any lawsuit for foreclosure and sale, mortgagee will have the right to collect all costs and disbursements and additional allowances allowed by law and will have the right to add all reasonable attorneys' fees to the amount mortgagor owes, which fees shall become a part of the sum secured.
16. That the whole of said principal sum shall become due: at the option of the mortgagee in the event that the Mortgagors or any or either of them shall die; upon formal demand for payment, to be made in writing and via certified mail by the Suffolk County Department of Social Services ("Department" or "DSS") which demand may be made upon receiving actual notice of Mortgagor vacating, conveying, leasing the premises described herein to others, becoming a tenant thereof, or any other act by which Mortgagor hinders, liens, pledges or assigns the title thereto; the mortgagor receives institutional care or ceases to occupy the premises herein described except that before the expiration of a period of one year from the date hereof the Mortgagor may redeem same by the payment to the Commissioner of Social Services of Suffolk County of the amount expended by said Commissioner for the relief of the Mortgagor or on account of the Mortgagor's liability under the provisions of the Social Services Law; or in the event of a sheriff's execution sale of said premises whether or not the lien or judgment on which it is based was or is prior in time or subsequent in time to the lien of this mortgage.




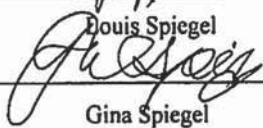
17. If there is more than one mortgagor, each shall be jointly and severally liable for the amounts due under this bond and mortgage.
18. The property shall be occupied by the mortgagor as his or her primary residence.

THE REAL PROPERTY COVERED BY THIS MORTGAGE IS OR WILL BE IMPROVED BY ONLY A ONE OR TWO FAMILY RESIDENCE OR DWELLING.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises and shall ensure to the benefit of the mortgagee, the representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

  
\_\_\_\_\_[L.S.]  
Louis Spiegel

  
\_\_\_\_\_[L.S.]  
Gina Spiegel

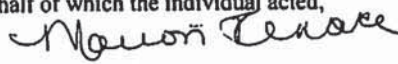
\_\_\_\_\_[L.S.]

\_\_\_\_\_[L.S.]

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss:

On the 4<sup>th</sup> day of November in the year two thousand thirteen before me, the undersigned, a Notary Public in and for said state, personally appeared Louis Spiegel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on this instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

  
MARION TENACE  
Notary Public, State of New York  
No. 01TE6184830  
Qualified in Suffolk County  
Commission Expires April 30, 20 15

STATE OF NEW YORK, COUNTY OF SUFFOLK

ss:

On the 4<sup>th</sup> day of November, in the year two thousand thirteen, before me, the undersigned, a Notary Public in and for said state, personally appeared Gina Spiegel personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on this instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

  
MARION TENACE  
Notary Public, State of New York  
No. 01TE6184830  
Qualified in Suffolk County  
Commission Expires April 30, 20 15

BOND and MORTGAGE

Louis Spiegel and Gina Spiegel, his wife

TO

John F. O'Neill, as Acting Commissioner of Social  
Services of Suffolk County

Dated November 4, 2013

STATE OF NEW YORK

.....SUFFOLK COUNTY, ss.

Recorded on the

day of 2013 ,at

o'clock M., in

Liber of Mortgages

at page and examined.

.....  
Clerk.

RECORD AND RETURN TO:

Suffolk County Dept. of  
Social Services

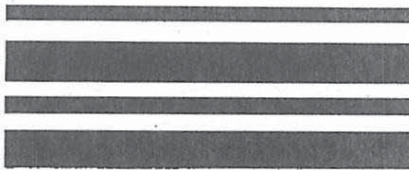
ATTN: A&R SECTION

Box 18100

Hauppauge, NY 11788-8900

AS JF





SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: JUDGMENT

Recorded: 7/20/2015

Index Number: 14 17327

Sequence Number: 245

Plaintiff(s) :

MIDLAND FUNDING LLC A/P/O

Defendant(s) :

SPIEGEL, GINA

Attorney(s) :

TAX\_MAP\_NO:

Liber Page(s) :

ADDITIONAL INFORMATION EXISTS PLEASE SEE DOCUMENT  
THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Judith A. Pascale  
County Clerk, Suffolk County

INDEX NO. 17327/14  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

MIDLAND FUNDING LLC  
A/P/O CREDIT ONE BANK, N.A.

PLAINTIFFS,

AGAINST

GINA SPIEGEL

ENTERED:

JUL 20 2015

AT: 3:00 pm

DEFENDANTS.

P338562919610

JUDGMENT AFTER DEFAULT IN STIP/SETTLE\*

AMOUNT CLAIMED IN COMPLAINT	\$	1,024.27
LESS PMTS THRU 2/25/15	\$	25.00
BALANCE OF CLAIM AMOUNT DUE	\$	999.27
INTEREST WAIVED	\$	.00
ATTORNEYS FEES WAIVED	\$	.00
	\$	999.27
COSTS BY STATUTE		200.00
SERVICE OF SUMMONS & COMP		30.00
FILING OF SUMMONS & COMP		210.00
MOTION FEE		
PROSPECTIVE EXECUTION FEE		40.00
FILING OF JUDGMENT		45.00
REQ JUD INT		
SATISFACTION PIECE		
SUBTOTAL		525.00
TOTAL	\$	1,524.27

STATE OF NY, COUNTY OF SUFFOLK SS:  
JOEL D. LEIDERMAN AFFIRMS TRUE  
UNDER THE PENALTIES OF PERJURY: HE  
IS ASSOCIATED WITH THE ATTORNEYS  
FOR PLAINTIFF, DULY ADMITTED TO  
PRACTICE IN NY; DISBURSEMENTS  
SPECIFIED HEREIN, HAVE BEEN  
OR WILL NECESSARILY BE MADE OR  
INCURRED, ARE REASONABLE IN AMOUNT;  
SERVICE OF THE SUMMONS AND  
COMPLAINT HAS BEEN MADE UPON THE  
DEFENDANT BY PERSONAL/SUBSTITUTED  
SERVICE AS APPEARS BY THE AFFIDAVIT  
OR ACKNOWLEDGEMENT OF SERVICE HERE-  
TOFORE FILED. I BASE SUCH STATEMENT  
UPON THE FACTS STATED IN THE  
AFFIDAVIT OF THE PROCESS SERVER.

THAT A SETTLEMENT STIPULATION  
WAS ENTERED INTO-ORIGINAL WAS FILED  
IN COURT-. DEFENDANT DEFAULTED IN  
MAKING PAYMENTS. WRITTEN NOTICE OF  
DEFAULT WAS GIVEN ON 3/25/15 TO  
DEFENDANT/S - DEFENDANT'S ATTORNEY-  
AND JUDGMENT IS REQUESTED ON THE  
DEFAULT FOR THE PLAINTIFF/S.  
I AFFIRM THE SUMMONS AND COMPLAINT  
AND AFFIDAVIT (OR ACKNOWLEDGMENT)  
HAVE BEEN FILED IN THIS COURT UNDER  
THE ABOVE INDEX #.

(PURSUANT TO FDCPA, PLEASE TAKE  
NOTICE THAT FORSTER & GARBUS LLP  
IS A DEBT COLLECTOR).

JUDGMENT ENTERED ON: JUL 20 2015

JUDGMENT IS RENDERED IN FAVOR OF THE  
PLAINTIFF

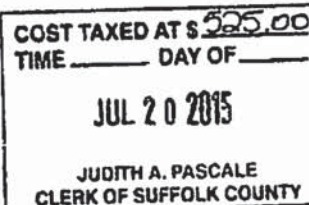
MIDLAND FUNDING LLC  
A/P/O CREDIT ONE BANK, N.A.  
8875 AERO DR STE 200 SAN DIEGO CA 92123  
AND AGAINST THE FOLLOWING DEFENDANT(S)  
GINA SPIEGEL

10 WESTERLY RD  
HAMPTON BAYS NY 11946

AS HEREIN ABOVE COMPUTED IN THE SUM  
OF \$ 1,524.27  
AND IT IS ADJUDGED THAT THE PLAINTIFF  
HAS EXECUTION THEREFORE.

*Judith A. Pascale*, CLERK

\$ 999.27  
525.00 clb  
\$ 1524.27  
total



DATED: 4/23/15

JOEL D. LEIDERMAN  
FORSTER & GARBUS LLP, ATTYS FOR PLTF  
60 MOTOR PKWY, COMMACK, NY 631-393-9400

2015 JUL 20 PM 3:00

2015 JUL 20 PM 3:00

JUDITH A. PASCALE  
SUFFOLK COUNTY CLERK  
15 JUN 26 PM 1:31

JUDITH A. PASCALE  
SUFFOLK COUNTY CLERK  
2015 JUL 20 PM 3:00

FILED

FILED





# Suffolk County Clerk's Office JUDGMENT - RETRIEVAL REPORT

05/15/2019 11:48:46 am

General Info for Document Date: 11/15/2016 Seq #: 77 Doc Type : JUDGMENT

INDEX #	D T PERFECTED	D T FILED	D T RECORDED	COURT COUNTY	SHERIFF FEES	AMOUNT (\$)	COST (\$)	TOTAL (\$)	REMARKS
16 613048	11/15/2016 12:18:00 PM	11/15/2016	11/15/2016	SUP SUFFOLK	0	6,120.03	510.00	6630.03	

## Debtor Info

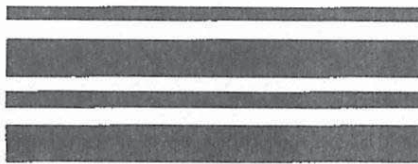
Last Name SPIEGEL	First Name LOUIS	Type	Street # 10	Street name WESTERLY	Street Type RD	Addr2	City HAMPTON BAYS	State NY	Zip 11946 1928
----------------------	---------------------	------	----------------	-------------------------	-------------------	-------	----------------------	-------------	----------------------

## Creditor Info

Last Name CREDIT ACCEPTANCE CORPORATION	First Name	Type	Street # 25505	Street name WEST TWELVE MILE	Street Type RD	Addr2 SUITE 3000	Addr3	City SOUTHFIELD	State MI	Zip 48034
---	------------	------	-------------------	------------------------------------	-------------------	---------------------	-------	--------------------	-------------	--------------

## Attorney Info

Name STEPHEN EINSTEIN & ASSOCIATES P C	Street # 39	Street name BROADWAY	Street type	Addr2 SUITE 1250	Addr3	City NEW YORK	State NY	Zip 10006
--	----------------	-------------------------	-------------	---------------------	-------	------------------	-------------	--------------



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: JUDGMENT

Recorded: 11/15/2016

Index Number: 16 613048

Sequence Number: 77

Plaintiff(s) :

Credit Acceptance Corporation

Defendant(s) :

Spiegel, Louis

Attorney(s) :

STEPHEN EINSTEIN

TAX\_MAP\_NO:

Liber Page(s) :

THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Judith A. Pascale  
County Clerk, Suffolk County

E file

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK  
Credit Acceptance Corporation

INDEX NO. 613048/2016

JUDGMENT BY DEFAULT

Plaintiff,

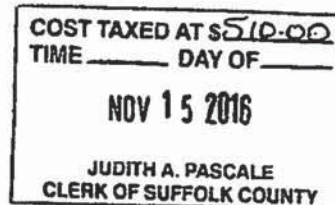
-against-

Louis Spiegel

Defendant(s),

ENTERED: NOV 15 2016  
AT: 12:18 pm

\$ 5,695.87	Amount demanded in complaint
0.00	Less Payments /Credits
5,695.87	Current Balance
424.16	Interest from 1/12/2016 @ 9 % per annum
\$ 6,120.03	<u>ATTORNEYS FEES WAIVED</u>
\$ 200.00	Costs by Statute
20.00	Service of Summons and Complaint
210.00	Filing of Summons & Complaint
45.00	Signing & Entering Judgment Fee
35.00	Prospective Execution Fee
\$ 510.00	(Total of Costs & Disbursements)
\$ 6,630.03	Total



The undersigned, an attorney at law admitted to practice in the State of New York, and the attorney of record for the Plaintiff herein affirms the following to be true under the penalties of perjury:

That service of the summons and verified complaint has been made upon the Defendant(s) as appears by the affidavit(s) of service filed herein.

That the Defendant(s) having failed to answer or appear herein, and the time to do so having expired, Plaintiff is entitled to judgment by default.

That the disbursements herein specified have been or will necessarily be incurred.

This affirmation is also made in compliance with the Federal Soldiers & Sailors Civil Relief Act of 1940 as amended. The said Defendant(s) is (are) not at the present time in the military service. I base such statement upon the facts stated in the affidavit(s) filed herein.

On 10/07/2016, a copy of the summons and verified complaint was(were) mailed to the Defendant(s) at least 20 days before the entry of judgment in an official depository of the U.S. Postal Service within the State of New York, said mailing was by first class mail in a postpaid envelope, properly addressed to the Defendant(s).





The envelope bore the legend "Personal and Confidential", and there was no indication on the outside of the envelope that the communication was from an attorney, or concerned an alleged debt.

The mailing has not been returned undeliverable

That this action is against a natural person and is based upon non-payment of a collateral obligation.

Dated: November 9, 2016

S.E ACCT. NO. 167108.001

Plaintiff Acc. #80633437  
Ref. #80633437

  
SGD/  
Stephen Einstein  
STEPHEN EINSTEIN & ASSOCIATES, P.C.  
ATTORNEYS FOR PLAINTIFF  
39 BROADWAY, SUITE 1250  
NEW YORK, NY 10006  
(212) 267-3550

Adjudged that Plaintiff, Credit Acceptance Corporation residing at 25505 West Twelve Mile Rd., Suite 3000, Southfield MI 48034 has judgment and do recover of the Defendant(s), Louis Spiegel, residing at DEF.#1 - 10 Westerly Rd, Hampton Bays NY 11946-1928 in the sum of \$5,695.87, plus interest in amount of \$424.16, plus costs and disbursements of \$510.00, for the total sum of \$6,630.03 and have execution therefore.

Judgment entered on: NOV 15 2016

  
COUNTY CLERK

\$ 6120.03  
570.00 cfo  
\$ 6630.03  
total



2016 NOV 15 PM 12:18  
JUDITH A. PASCALE,  
SUFFOLK COUNTY CLERK

FILED

## EXHIBIT D



United States Department of Agriculture

Rural Development  
Business Center

June 13, 2019

Chief Financial Officer

Office of the National  
Financial and  
Accounting  
Operations Center

Louis Spiegel  
10 Westerly Road  
Hampton Bays, NY 11946

4300 Goodfellow  
Boulevard  
St. Louis, MO 63120

Loan Number: [REDACTED]

Voice 314.457.4152  
Fax 314.457.4292

Property Address: 10 Westerly Road, Hampton Bays, NY 11946

Dear Louis Spiegel,

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE  
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 1804 days and \$ 173,530.46 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.



# HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210.	518-434-1730	HOPP. Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY. 12186.	518-765-2425.	HOPP. Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207.	518-436-8997.	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307.	518-372-6469.	HOPP.
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205.	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229.	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813.	585-268-7605.	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209.	716-884-7791	HOPP.
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	



		Poughkeepsie, NY. 12601		
Erie	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209.	716-884-7791	HOPP.
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213.	Tuesdays and Wednesdays at (716) 885-2344  Thursdays and Fridays at (716) 877-3910.	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250-2400	HOPP.
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926-9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220.	716-823-3630	
Essex	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Franklin	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP.
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP.
	Clearpoint Credit	215 Washington St.	1-800-750-	





	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
<b>Jefferson</b>	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP. Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
New York	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	





		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	



	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available.
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY





Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	



	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Washington	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adco St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



## FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture  
Rural Development Business Center  
4300 Goodfellow Blvd., St. Louis, MO 63120  
Telephone 314-457-4152; Fax 314-457-4292.

---





United States Department of Agriculture

Rural Development  
Business Center

Chief Financial Officer

Office of the National  
Financial and  
Accounting  
Operations Center

4300 Goodfellow  
Boulevard  
St. Louis, MO 63120

Voice 314.457.4152  
Fax 314.457.4292

June 13, 2019

Gina Spiegel  
10 Westerly Road  
Hampton Bays, NY 11946

Loan Number: [REDACTED]

Property Address: 10 Westerly Road, Hampton Bays, NY 11946

Dear Gina Spiegel,

**“YOU MAY BE AT RISK OF FORECLOSURE. PLEASE  
READ THE FOLLOWING NOTICE CAREFULLY”**

As of June 13, 2019, your home loan is 1804 days and \$ 173,530.46 dollars in default. Under New York State Law, we are required to send you this notice to inform you that you are at risk of losing your home.

Attached to this notice is a list of government approved housing counseling agencies in your area which provide free counseling. You can also call the NYS Office of the Attorney General's Homeowner Protection Program (HOPP) toll-free consumer hotline to be connected to free housing counseling services in your area at 1-855-HOME-456 (1-855-466-3456), or visit their website at <http://www.aghomehelp.com/>. A statewide listing by county is also available at [http://www.dfs.ny.gov/consumer/mortg\\_nys\\_np\\_counseling\\_agencies.htm](http://www.dfs.ny.gov/consumer/mortg_nys_np_counseling_agencies.htm). Qualified free help is available; watch out for companies or people who charge a fee for these services.

Housing counselors from New York-based agencies listed on the website above are trained to help homeowners who are having problems making their mortgage payments and can help you find the best option for your situation. If you wish, you may also contact us directly at 315-477-6416 and ask to discuss possible options.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

While we cannot assure that a mutually agreeable resolution is possible, we encourage you to take immediate steps to try to achieve a resolution. The longer you wait, the fewer options you may have.

If you have not taken any actions to resolve this matter within 90 days from the date this notice was mailed, we may commence legal action against you (or sooner if you cease to live in the dwelling as your primary residence.)

If you need further information, please call the New York State Department of Financial Services' toll-free helpline at (show number) or visit the Department's website at (show web address).

**IMPORTANT:** You have the right to remain in your home until you receive a court order telling you to leave the property. If a foreclosure action is filed against you in court, you still have the right to remain in the home until a court orders you to leave. You legally remain the owner of and are responsible for the property until the property is sold by you or by order of the court at the conclusion of any foreclosure proceedings. This notice is not an eviction notice, and a foreclosure action has not yet been commenced against you.

# HUD-Approved housing counseling agencies located in New York

COUNTY	AGENCY	ADDRESS	CONTACT INFO	NOTES
Albany	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP Also serves surrounding areas.
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP. Also serves surrounding areas.
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in the process of foreclosure or have been foreclosed on.
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service.
	NYS Office For People With Developmental Disabilities (OPWDD)	44 Holland Ave. Albany, NY 12229	518-473-1973	Serving all NYS residents with developmental disabilities and their families
Allegany	ACCORD	84 Schuyler St. Belmont, NY 14813	585-268-7605	HOPP
	Belmont Housing Resources	1195 Main Street Buffalo, NY 14209	716-884-7791	HOPP
	Neighborhood Housing	937 South Park Ave.	716-823-3630	Also serving



	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Cayuga	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Financial Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chautauqua	Belmont Housing Resources for Western NY	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	Chautauqua Home Rehabilitation and Improvement Corp. (CHRIC)	2 Academy St. Mayville, NY 14757	716-753-4650	Spanish speaking staff available
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave. Buffalo, NY 14220	716-823-3630	
Chemung	Arbor Housing and Development	26 Bridge St. Corning, NY 14830	607-654-7487	HOPP
	Catholic Charities of Chemung	215 East Church St., Suite 101 Elmira, NY 14901	607-734-9784	HOPP
	Alternatives FCU	125 Fulton St. Ithaca, NY 14850	607-216-3445	Online service available only to members of AFCU
Chenango	Metro Interfaith Housing Council	21 New St., Binghamton, NY 13903	607-772-2766	HOPP
	Clearpoint Credit	The Metro Center, 49	1-800-750-	





		Poughkeepsie, NY. 12601		
<b>Erie</b>	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	West Side & Black Rock Riverside NHS, Inc.	359 Connecticut St., Buffalo, NY 14213	Tuesdays and Wednesdays at (716) 885- 2344  Thursdays and Fridays at (716) 877- 3910	HOPP
	Buffalo Urban League	15 Genesee Street Buffalo, NY 14203	(716) 250- 2400	HOPP
	Consumer Credit Counseling Services of Buffalo, Inc.	40 Gardenville Parkway, Suite 300, West Seneca, NY 14224	1-800-926- 9685 or 716-712-2060	
	Neighborhood Assistance Corp. of America	1094 Hertel Avenue Buffalo, NY 14216	716-834-6222	
	Neighborhood Housing Services of South Buffalo	1937 South Park Ave., Buffalo, NY 14220	716-823-3630	
<b>Essex</b>	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Franklin</b>	Friends of the North Country	1 Mill St. Keeseville, NY 12944	518-834-9606	HOPP
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Clearpoint Credit	215 Washington St.	1-800-750-	



	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
<b>Herkimer</b>	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
<b>Jefferson</b>	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
<b>Kings</b>	Cypress Hills Local Dev. Corp.	3214 Fulton St. Brooklyn, NY 11208	718-647-8100	HOPP Spanish speaking staff available
	Pratt Area Community Council	1224 Bedford Ave. Brooklyn, NY 11216	718-783-3549 ext.315	HOPP
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Bridge Street Dev. Corp.	460 Nostrand Ave. Brooklyn, NY 11216	718-636-7596 ext. 11	HOPP Spanish Speaking staff available
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Neighbors Helping Neighbors (NHN)	621 Degraw St., Brooklyn, NY 11217	718-237-2017 ext.159	HOPP Spanish speaking staff available
	Brooklyn Housing and	415 Albemarle Rd.	718-435-7585	HOPP



				available
	GreenPath Debt Solutions	175 Remsen St., Suite 1102 Brooklyn, NY 11201	866-285-4033	
	NY Commission of Human Rights-Brooklyn	275 Livingston St. Brooklyn, NY 11217	718-722-3130	Spanish speaking staff available
Lewis	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP
	Clearpoint Credit Counseling Solutions	215 Washington St. Suite 005 Watertown, NY 13601	1-800-750-2227	
Livingston	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP
Madison	Home Headquarters, Inc.	990 James St., Suite 1, Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	UNHS NeighborWorks Homeownership Center	1611 Genesee Street Utica, NY 13501	315-724-4197	HOPP
	Community Action Program for Madison County	3 East Main St. Morrisville, NY 13408	315-684-3144	ASL trained staff available
	Clearpoint Credit Counseling Solutions	289 Genesee St. Utica, NY 13501	1-800-750-2227	
Monroe	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Marketview Heights Association	308 North Street Rochester, NY 14605	585-423-1540	HOPP
	The Housing Council	75 College Ave., 4th Floor Rochester, NY 14607	585-546-3700	HOPP



New York		Heights, NY 11372		in NYC Southeast Asian speaking Counselors on staff
	County of Nassau Economic Development, Office of Housing	40 Main St., Suite B, Hempstead, NY 11550	516-571-4663	Spanish speaking staff available
	GreenPath Debt Solutions	300 Garden City Plaza, Suite 220 Garden City, NY 11530	888-776-6738	
	MHANY Management, Inc.	2-4 Nevins St., Brooklyn, NY 11217	718-246-8080 ext 203	HOPP Spanish speaking staff available
	Grow Brooklyn, Inc.	1474 Myrtle Ave. Brooklyn, NY 11237	718-418-8232 ext. 206	HOPP Spanish and Bengali speaking staff available
	Parodneck Foundation	121 6th Ave., Suite 501 New York, NY 10013	212-431-9700 ext 391	HOPP Spanish speaking staff available
	AAFE Community Development Fund, Inc.	111 Division St., New York, NY 10002	212-964-2288	Chinese and Korean speaking staff available
	Abyssinian Development Corp.	2283 7th Avenue New York, NY 10030	646-442-6545	
	Neighborhood Housing Services of NYC	307 West 36th St., 12th floor New York, NY 10018	212-519-2500	Spanish and Creole speaking staff available
	Harlem Congregations for Community Development	2854 Frederick Douglass Blvd., New York, NY 10039	212-281-4887 ext. 206 or 231	Spanish speaking staff available
	West Harlem Group Assistance, Inc.	1652 Amsterdam Ave. New York, NY 10031	212-862-1399	





		Rochester, NY 14607		
	Consumer Credit Counseling Services of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
	Community Action in Self Help	48 Water St., Lyons, NY 14489	315-946-6992	HOPP Serving townships of Manchester and Phelps
	Keuka Housing Council	160 Main St. Penn Yan, NY 14527	315-536-8707	Seen on case by case basis with focus on senior citizens
Orange	Hudson River Housing	291 Mill St Poughkeepsie, NY 12601	845-454-9288	HOPP
	Orange County Rural Development Advisory Corp.	59b Boniface Drive Pine Bush, NY 12566	845-713-4568	HOPP
Orleans	Belmont Housing Resources	1195 Main St. Buffalo, NY 14209	716-884-7791	HOPP
	The Housing Council	75 College Ave. 4th Floor Rochester, NY 14607	585-546-3700	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	1000 University Ave., Suite 900 Rochester, NY 14607	1-888-724-2227	HOPP
Oswego	Home Headquarters, Inc.	990 James St., Suite 1 Syracuse NY 13203	315-474-1939	HOPP Spanish speaking staff available
	Fulton Community Development Agency	125 West Broadway Fulton, NY 13069	315-593-7166	
	Oswego Housing Development Council, Inc.	2971 County Rte. 26 Parish, NY 13131	315-625-4520	
	Clearpoint Credit Counseling Solutions	5794 Widewaters Parkway Syracuse, NY 13214	1-800-750-2227	

	Brooklyn Housing and Family Services, Inc.	415 Albemarle Rd. Brooklyn, NY 11218	718-435-7585	HOPP Spanish and French Creole speaking staff available
	NY Commission of Human Rights- Queens	153-01 Jamaica Ave. Jamaica, NY 11432	718-657-2465	Spanish speaking staff available
	GreenPath Debt Solutions	80-02 Kew Gardens Road, Suite 710 Kew Gardens, NY 11415-3607	866-285-4036	
	Margert Community Corporation	325 Beach 37th Street Far Rockaway, NY 11691	718-471-3724	
	Queens Community House	108-25 62nd Drive Forest Hills, NY 11375	718-592-5757	
Rensselaer	Troy Rehabilitation and Improvement Program (TRIP)	415 River St. Troy, NY 12180	518-690-0020	HOPP
	United Tenants of Albany	33 Clinton Ave. Albany, NY 12207	518-436-8997	HOPP For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Affordable Housing Partnership	255 Orange St. Albany, NY 12210	518-434-1730	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling



	(TRIP)			residents of Southern Saratoga County
	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	Serving residents of Northern Saratoga County
Schenectady	Better Neighborhoods, Inc.	986 Albany St. Schenectady, NY 12307	518-372-6469	HOPP
	Affordable Housing Partnership	255 Orange St., Albany, NY 12210	518-434-1730	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Schenectady Community Action Program (SCAP)	913 Albany St. Schenectady, NY 12307	518-374-9181	For tenants whose buildings are in process of being foreclosed or whose building has been foreclosed
	Clearpoint Credit Counseling Solutions	2 Computer Drive West Albany, NY 12205	1-800-750-2227	Formerly known as Consumer Credit Counseling Service of Central NY



Resources, Inc.	East Northport, NY 11731	0766	Spanish speaking staff available
Community Development Corporation of Long Island	2100 Middle Country Rd., Suite 300 Centereach NY 11720	631-471-1215 ext. 158	HOPP Spanish speaking staff available
Economic Opportunity Council of Suffolk, Inc.	320 Carleton Avenue Suite 7800 Central Islip NY 11722	631-647-3765 x 1204 or 1205	HOPP
La Fuerza Unida, Inc.	1 School St., Suite 302 Glen Cove, NY 11542	516-759-0788	HOPP Spanish speaking staff available
Long Island Housing Partnership, Inc.	180 Oser Ave. Hauppauge, NY 11788	631-435-4710	HOPP Spanish speaking staff available
Long Island Housing Services, Inc.	640 Johnson Ave., Suite 8 Bohemia, NY 11716	631-567-5111 x383	HOPP Spanish speaking staff available
CHHAYA	37-43 77th St. Jackson Heights, NY 11372	718-478-3848	HOPP funded for NYC Southeast Asian speaking Counselors on staff
Central Islip Civic Council	68 Wheeler Rd. Central Islip, NY 11722	631-348-0669	HOPP Spanish speaking staff available
Housing Help, Inc.	91-101 Broadway, Suite 6 Greenlawn NY 11740	631-754-0373	
North Fork Housing Alliance	110 South St. Greenport, NY 11944	631-477-1070	
Bellport, Hagerman, East Patchogue Alliance, Inc.	1492 Montauk Highway Bellport, NY 11713	631-286-9236	





	Program of Essex County (HAPEC)	Elizabethtown, NY 12932		
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Clearpoint Financial Solutions	2 Computer Drive West Albany, NY 12205	1-877-412-2227	Formerly known as Consumer Credit Counseling Service of Central NY
Washington	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
	Housing Assistance Program of Essex County (HAPEC)	103 Hand Ave. Elizabethtown, NY 12932	518-873-6888	HOPP
	Albany County Rural Housing Alliance	24 Martin Road Voorheesville, NY 12186	518-765-2425	HOPP
	Homefront Development Corp.	568 Lower Allen St. Hudson Falls, NY 12839	518-747-8250	
Wayne	Community Action in Self Help	48 Water St. Lyons, NY 14489	315-946-6992	HOPP
	Consumer Credit Counseling Service of Rochester, Inc.	50 Chestnut Plaza Rochester, NY 14604	1-888-724-2227	HOPP
Westchester	Community Housing Innovations, Inc.	75 South Broadway, Ste 340 White Plains, NY 10601	914-683-1010	HOPP
	Housing Action Council	55 South Broadway Tarrytown, NY 10591	914-332-4144	HOPP
	Human Development Services of Westchester, Inc.	28 Adce St. Port Chester, NY 10573	914-939-2005	HOPP Spanish speaking counselors available
	Westchester Residential Opportunities	470 Mamaroneck Ave., Suite 410	914-428-4507 OR 877-	HOPP Spanish and



## FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

This Notice is required by the Fair Debt Collection Practices Act (the "Act"), 15 U.S.C. §1692 et seq., as amended.

Unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid.

If the debtor notifies the debt collector within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt and a copy of the verification will be mailed to the debtor.

If you have received a discharge from the United States Bankruptcy Court, and you have not reaffirmed your liability for this debt, you are not personally liable for the underlying indebtedness owed and this notice/disclosure is for compliance and informational purposes only.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

- a) Supplemental security income, (SSI)
- b) Social Security;
- c) Public Assistance (welfare);
- d) Spousal support, maintenance (alimony) or child support;
- e) Unemployment benefits;
- f) Disability benefits;
- g) Workers' compensation benefits;
- h) Public or private pensions;
- i) Veterans' benefits;
- j) Federal student loans, federal student grants, and federal work study funds; and
- k) Ninety percent of your wages or salary earned in the last sixty days

Written request by this Act should be addressed to:

Unites States Department of Agriculture  
Rural Development Business Center  
4300 Goodfellow Blvd., St. Louis, MO 63120  
Telephone 314-457-4152; Fax 314-457-4292.

## **EXHIBIT E**





**New York State Department of Financial Services**  
One State Street Plaza, New York, NY 10004

**Proof of Filing Statement**

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : USDA Rural Development  
Address : 441 South Salina St., Suite 357  
Syracuse NY 13202

**Filing Information:**

Tracking Number : NYS3847785  
Mailing Date Step 1 : 12-AUG-15 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 12-AUG-15 10.46.48.000 AM  
Filing Date Step 1 Orig : 12-AUG-15 10.44.28.000 AM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 10 Westerly Rd. Hampton Bays  
NY 11946  
County : Suffolk  
Date of Original Loan : 05-APR-94 12.00.00.000 AM  
Amt of Original Loan : 105000  
Loan Number Step 1 : XXXXXXXXXX  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : Other  
Loan Modification : No Modification  
Days Delinquent : Other  
Borrower's Name : Spiegel Louis  
Address : 10 Westerly Rd.  
Hampton Bays 11946  
Borrower's Phone No : XXXXXXXXXX  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services



**New York State Department of Financial Services**  
One State Street Plaza, New York, NY 10004

**Proof of Filing Statement**

To Whom It May Concern:

Section 1306 of the Real Property Actions and Proceedings Law (RPAPL) requires lenders, assignees or mortgage loan servicers servicing loans on 1-to-4 family residential properties in New York State to file certain information with the Superintendent of the Department Financial Services within three days after the mailing of a 90-Day Pre-Foreclosure Notice.

The information below pertains to a filing submitted to the Department of Financial Services as required in Section 1306 of RPAPL. The information is presented as filed by the lender, assignee or mortgage loan servicer.

**Filer Information:**

Name : USDA Rural Development  
Address : 441 South Salina St., Suite 357  
Syracuse NY 13202

**Filing Information:**

Tracking Number : NYS5001659  
Mailing Date Step 1 : 21-JUN-19 12.00.00.000 AM  
Mailing Date Step 2 :  
Judgment Date Step 3 :  
Filing Date Step 1 : 26-JUN-19 02.39.39.000 PM  
Filing Date Step 1 Orig : 26-JUN-19 02.38.43.000 PM  
Filing Date Step 2 :  
Filing Date Step 3 :  
Owner Occupd at Jdgmnt :  
Property Type : 1 to 4 Family Home  
Property Address : 10 Westerly Road Hampton Bays  
NY 11946  
County : Suffolk  
Date of Original Loan : 05-APR-94 12.00.00.000 AM  
Amt of Original Loan : 105000  
Loan Number Step 1 : XXXXXXXXXX  
Loan Number Step 2 :  
Loan Reset Frequency :  
Loan Type : 1st Lien  
Loan Details : Fixed Rate  
Loan Term : 30 Year  
Loan Modification : No Modification  
Days Delinquent : Other  
Borrower's Name : Gina Spiegel  
Address : 10 Westerly Road  
Hampton Bays 11946  
Borrower's Phone No : XXXXXXXXXX  
Filing Status : Step 1 Completed

Sincerely,

New York State Department of Financial Services

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

**DEFENDANTS**

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question (U.S. Government Not a Party)

☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<div><b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel &amp; Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice</div> <div><b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability</div>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

☐ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District (specify)

☐ 6 Multidistrict Litigation

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

**VI. CAUSE OF ACTION**

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☐ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

## CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, \_\_\_\_\_, counsel for \_\_\_\_\_, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,  
the complaint seeks injunctive relief,  
the matter is otherwise ineligible for the following reason

### **DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

### **RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that "A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

### **NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?                      Yes                      No
- 2.) If you answered "no" above:
- a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?                      Yes                      No
- b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?                      Yes                      No
- c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received:\_\_\_\_\_.

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?                      Yes                      No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

### **BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes                      No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes      (If yes, please explain                      No

I certify the accuracy of all information provided above.

**Signature:** \_\_\_/s/ Nicole B. LaBletta

NiNico\_\_\_\_\_

---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

\_\_\_\_ District of \_\_\_\_\_

$$\begin{array}{c} ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \\ ) \end{array}$$

Plaintiff(s)

V.

Civil Action No.

Defendant(s)

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER  
CLERK OF COURT

Date: \_\_\_\_\_

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*



Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_  
\_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



---

---

UNITED STATES DISTRICT COURT

for the

\_\_\_\_\_ District of \_\_\_\_\_

\_\_\_\_\_  
*Plaintiff(s)*

v.

\_\_\_\_\_  
*Defendant(s)*

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Civil Action No. \_\_\_\_\_

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

**DOUGLAS C. PALMER**  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: